

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the "First Amendment") made and executed this 30 day of June, 2008, by and between Hadjin Associates, LLC, successor in interest of Harold M. Keshishian and James M. Keshishian (the "Landlord") and Montgomery County, Maryland, a body corporate and politic (the "Tenant"), (the Tenant and Landlord together the "Parties").

WHEREAS, Harold M. Keshishian and James M. Keshishian, entered into a Lease Agreement with the Tenant dated September 9, 1998 (the "Lease") for the premises located at 832-836 Rockville Pike, Rockville, Maryland, for approximately 6,000 square feet (the "Premises"); and

WHEREAS, Hadjin Associates, LLC, became successor in interest of Harold M. Keshishian and James M. Keshishian; and

WHEREAS, the Lease Term expires June 30, 2008; and

WHEREAS, the Landlord and the Tenant desire to amend the Lease by extending the term of the Lease for an additional Five (5) year period; and

WHEREAS, the Landlord and the Tenant mutually desire to amend the terms and conditions of the Lease to reflect the extension of the Term.

NOW THEREFORE, in consideration of the above recitals, which are hereby incorporated into this First amendment as if fully set forth, and for the mutual promises herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS. Unless otherwise set forth in this First Amendment to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.

2. TERM. Paragraph 2 of the Lease is hereby amended by adding the following as a new paragraph:

"The Lease Term shall hereby be extended for a period of five (5) years, commencing July 1, 2008 and expiring, unless sooner terminated pursuant to the terms of the Lease, on June 30, 2013 (the "Extended Term"), upon the same terms and conditions as the Lease currently in effect, except as otherwise set forth below. There shall be no further option to extend the Lease Term beyond the Extended Term."

3. BASE RENT. Paragraph 3 of the Lease is hereby amended by deleting Paragraph A, in its entirety and adding the following in lieu thereof:

"A.

(i). Base Rent. During the first year of the Extended Term, the total base rent for the Premises shall be equal to Two Hundred Forty Thousand Dollars (\$240,000) per annum or Twenty Thousand Dollars (\$20,000) per month. The base rent shall continue for the first year of the Extended Term. Tenant will pay said rent at times specified to Hadjin Associates, LLC., c/o

Harold M. Keshishian, 4505 Stanford Street, Chevy Chase, Maryland 20815, or at such other address as may be in the future be designated by Landlord.

(ii) Increase of Base Rent: Effective after the first year of the Extended Term and each one (1) year anniversary thereafter during the Extended Term of the Lease the base rent (and the monthly installments thereof) shall be adjusted by increasing the base rent then in effect by an amount derived by multiplying the base rent in effect by one hundred percent (100%) of the percentage increase in the Consumer Price Index (as hereinafter defined) between the Consumer Price Index published for the month one year prior to the date of such adjustment and the Consumer Price Index published for the month immediately preceding the date of such adjustment.

(iii) For the purpose of the Lease, the "Consumer Price Index" is hereby defined to be the index now known as United States Department of Labor Bureau of Labor Statistics, Revised CPI-U (all items, U.S. City Average (1982-84=100).

(iii) Notwithstanding the forgoing, the resulting annual base rent calculated as above shall not be less than three percent (3%) nor more than five percent (5%) of the base rent payable during the previous lease year of the Extended Term.

(iv) In the event the said index is discontinued, ceases to incorporate a significant number of the items now incorporated therein, or if a substantial change is made in such index, the parties shall attempt to agree on an alternative formula in accordance with such statistics as may be recommended by a department or, agency of the United States Government for such purposes, or absent such a recommendation, in such manner as may be reasonably determined by agreement in writing between Landlord and the Tenant."

4. MAILING NOTICES. Paragraph 38 of the Lease is hereby amended by deleting the Landlord and Tenant's Address in its entirety and adding the following in lieu thereof:

"LANDLORD: Hadjin Associates, LLC
4505 Stanford Street
Chevy Chase, Maryland 20815

TENANT: Montgomery County, Maryland
Department of Public Works & Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Director

With a copy, that does not constitute notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

5. Except as amended hereby, the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Landlord and the Tenant hereto have caused this First Amendment to Lease to be properly executed.

WITNESS:

By: Paul Janigian

LANDLORD:

HADJIN ASSOCIATES, LLC

By: Harold M. Keshishian
Harold M. Keshishian
Managing Member

Date: 6/24/08

WITNESS:

By: Diklue Richards

TENANT:

MONTGOMERY COUNTY,
MARYLAND

By: Diane Schwartz Jones
Diane Schwartz Jones, Assistant
Chief Administrative Officer

Date: 6/30/08

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Paul Dwyer

RECOMMENDED:

By: Cynthia L. Brenneman
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 6/18/2008

Date: 6/17/08